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NAVY FEDERAL CREDIT UNION

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

In re
KEDRA RENEE RHODES-SUMLER,
Debtor(s).

CASE NO. 23-30609 DM

CHAPTER 13

**OBJECTION TO CONFIRMATION OF
PROPOSED CHAPTER 13 PLAN**

341(a) Meeting:

Date: October 19, 2023
Time: 10:00 am
Ctrm: Tele/Videoconference

Confirmation Hearing:

Date: November 15, 2023
Time: 10:00 am
Ctrm: Tele/Videoconference

NAVY FEDERAL CREDIT UNION ("NFCU"), a creditor of the above estate, hereby submits the following Objection to Confirmation of the Debtor's proposed Chapter 13 Plan of Reorganization. Pursuant to Bankruptcy Local Rule 3015-1, an objection to a plan will be considered an objection to all subsequent versions and amendments until the objection is withdrawn or the objecting party fails to appear at a hearing on confirmation.

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REQUEST FOR JUDICIAL NOTICE

Pursuant to Federal Rule of Evidence 201 as incorporated by Federal Rule of Bankruptcy Procedure 9017, NFCU respectfully requests this Court take judicial notice of:

- (1) Debtor's proposed Chapter 13 Plan on file herein, attached as Exhibit "A", and
- (2) Proof of Claim filed by NFCU, attached as Exhibit "B".

FACTUAL BACKGROUND

On April 29, 2022, Debtor entered into a ePromissory Note, Security Agreement (the "Contract") for which the Debtor gave a security interest in the 2018 Hyundai Elantra, Vehicle Identification Number 5NPD84LFXJH372922 (the "Vehicle"). The above-described Contract was assigned to NFCU in the normal course of NFCU's business. A copy of the above-described Contract with regard to the Vehicle, is made a part of NFCU's Proof of Claim on file herein. (See Exhibit "B").

GROUND FOR OBJECTION

Secured Creditor NFCU objects to Debtor's proposed Chapter 13 Plan of Reorganization (the "Plan") on the following grounds:

1. **NO TREATMENT**

Debtor's proposed Plan fails to provide any treatment of NFCU's claim with regards to the Contract. As such, NFCU's interest in the Vehicle is not adequately protected by virtue of the Plan.

NFCU requests that Debtor amend the Plan to provide for NFCU's claim either through direct payments to NFCU or through the Plan with 10.50% interest in conformance with 11 U.S.C. §1325(a)(5)(B)(ii) and Till v. SCS Credit Corp., 124 S. Ct. 1951 (2004). The Plan must also provide that Creditor shall retain its lien on the collateral described herein until the payment in full of the underlying debt owed to Creditor determined under nonbankruptcy law or the discharge of the Debtors under 11 U.S.C §1328, whichever is earlier.

In the alternative, NFCU requests that the Plan provide for surrender of the Vehicle.

2. NO PROOF OF INSURANCE

NFCU does not have proof that the Vehicle is insured and that NFCU is listed as the loss-payee; therefore, NFCU requests proof of insurance.

CONCLUSION

Any Chapter 13 plan proposed by the Debtor must provide for and eliminate the objections specified above in order to be reasonable and to comply with the applicable provisions of the Bankruptcy Code. It is respectfully requested that confirmation of the Proposed Chapter 13 plan be denied and that the case be dismissed forthwith.

WHEREFORE, NFCU prays as follows:

1. That confirmation of the Chapter 13 Plan be denied; and
2. For immediate dismissal of the within Chapter 13 proceeding; or
3. That as a pre-requisite to confirmation of the Debtor's proposed Chapter 13 Plan, Debtor meet and satisfy the above stated objections; and
4. For such other and further relief as the Court deems just and proper.

DATED: October 3, 2023

Respectfully submitted,

COOKSEY, TOOLEN, GAGE, DUFFY & WOOG

By: /s/ Sheryl K. Ith
SHERYL K. ITH
Attorneys for Creditor
NAVY FEDERAL CREDIT UNION